

UNION RAILROAD COMPANY

600 GRANT STREET
POST OFFICE BOX 536

PITTSBURGH, PA. 15230

May 9, 1979

No. **S-1404012**
Date **MAY 14 1979**
Fee \$ **10.00**

ICC Washington, D. C.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RECORDATION NO. **8353-13** Filed 1425

MAY 14 1979 - 9:32 AM

INTERSTATE COMMERCE COMMISSION

[1]

Mr. H. G. Homme, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation of Documents

Dear Mr. Homme:

Enclosed herewith for recordation by the Commission pursuant to the provisions of 49 USC §11303 (formerly §20c of the Act) is an original and six executed counterparts of the following agreement:

Letter Amendment, dated as of April 11, 1979
between Citibank, N.A. (Investor/Assignee) and
Union Railroad Company (Railroad).

The above referenced instrument constitutes an amendment to a Conditional Sale Agreement, dated as of April 15, 1976, between General Motors Corporation and Union Railroad Company which was recorded pursuant to §20c on June 8, 1976 and assigned Recordation No. 8353. Substantially all of General Motors Corporation's rights under the Conditional Sale Agreement were subsequently assigned by it to Citibank, N.A. pursuant to an Agreement and Assignment, dated as of April 15, 1976, which was recorded pursuant to §20c on June 8, 1976 and assigned Recordation No. 8353-A.

The names and addresses of the parties to the Letter Amendment are:

Citibank, N.A.
399 Park Avenue
New York, New York 10043

RECEIVED
MAY 14 9 21 AM '79
I.C.C.
FEE OPERATION BR.

Mr. H. G. Homme, Jr.

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May 9, 1979

Union Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230


The equipment covered by the Letter Amendment to the above-referenced Conditional Sale Agreement consists of three (3) 1000 H.P. Model EMD Locomotives bearing Union Railroad Company Identifying Nos. 101, 102 and 103 and three (3) 1500 H.P. Model EMD Locomotives bearing Union Railroad Company Identifying Nos. 22, 23 and 24.

Please return the original and five executed counterparts of the Railroad Equipment Improvement Agreement to:

Michael T. Reilly, Esq.
Union Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

A check in the amount of \$10.00 is enclosed to cover the required recordation fee.

Sincerely,


Michael T. Reilly
Attorney

MTR/rja

Enclosures

8353-B
REGISTRATION NO. 8353-B
FBI 1525

MAY 14 1979 [11]

UNION RAILROAD COMPANY
P.O. Box 536
Pittsburgh, Pennsylvania 15230

LETTER AMENDMENT

As of April 11, 1979

Citibank, N.A.
399 Park Avenue
New York, New York 10043

RE: Conditional Sale Agreement
Dated as of April 15, 1976

Gentlemen:

We refer to the Conditional Sale Agreement dated as of April 15, 1976 (the "Conditional Sale Agreement") among the undersigned, Union Railroad Company (the "Railroad"), and General Motors Corporation (Electro-Motive Division) (the "Vendor") and Citibank, N.A. (the "Bank") as assignee of certain rights of the Vendor thereunder. Unless otherwise defined herein, the terms defined in the Conditional Sale Agreement shall be used herein as therein defined.

The Railroad has requested a reduction of the interest rate on the Conditional Sale Indebtedness and the Bank has indicated its willingness to agree to such reduction. Accordingly, it is hereby agreed by the Railroad and the Bank as follows:

Section 3.3(b) of the Conditional Sale Agreement is, effective the date first above written, hereby amended in full to read as follows:

"(b) An amount equal to the difference between the Purchase Price of the Equipment and the aggregate amount paid pursuant to sub-paragraph (a) of this Section 3.3 (herein sometimes called the "Conditional Sale Indebtedness"), payable in eight (8) consecutive semiannual installments commencing on the third semiannual anniversary date of the Closing Date, each of such eight (8) installments to be in an amount equal to 12.5% of the aggregate original amount of Conditional Sale Indebtedness, plus interest on the unpaid principal balance thereof outstanding from time to time from the Closing Date through the 60th month thereafter at a

fluctuating rate per annum equal to the Citibank Base Rate. Each change in the fluctuating interest rate hereunder shall take effect simultaneously with the corresponding change in the Citibank Base Rate. Interest on the unpaid amount of Conditional Sale Indebtedness from time to time outstanding and then accrued hereunder shall be payable quarterly commencing on the first quarterly anniversary date of the Closing Date."

On and after the effective date of this letter amendment, each reference in the Conditional Sale Agreement to "this Agreement", "hereunder", "hereof", or words of similar import referring to the Conditional Sale Agreement shall mean the Conditional Sale Agreement as amended by this letter amendment. The Conditional Sale Agreement, as amended by this letter amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

The Railroad agrees to pay on demand all costs and expenses of the Bank in connection with the preparation, reproduction, execution and delivery of this Amendment, including the reasonable fees and out-of-pocket expenses of Messrs. Shearman & Sterling, special counsel for the Bank, with respect thereto. In addition, the Railroad shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery, filing or recording of this Amendment, and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes or fees.

If the Bank agrees to the terms and provisions hereof, please evidence its agreement by executing and returning at least two counterparts of this letter amendment to the Railroad. The Railroad will duly file and record this letter amendment with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Railroad represents to the Bank that no other filing or recordation is necessary for the protection of the rights of the Bank, as assignee of the Conditional Sale Agreement, in the United States of America. This letter amendment shall become effective as of the date first above written when the Railroad shall have furnished evidence to the Bank that this

letter amendment has been duly filed and recorded with the Interstate Commerce Commission as herein contemplated.

Very truly yours,

UNION RAILROAD COMPANY

By *V. W. Kraetsch*
Vernon W. Kraetsch
Vice President-Finance

(Corporate Seal)

Attest:

Michael T. Reilly
Assistant Secretary

Agreed as of the date
first above written:

CITIBANK, N.A.

By *S. F. Huntley*
Vice President

Barth M. Tellep
Notary Public

DOROTHY M. WELSH, Notary Public
PITTSBURGH, PENNSYLVANIA
MY COMMISSION EXPIRES
DECEMBER 18, 1932

Marathy M. Jellep
Notary Public

DOROTHY M. TILLER, Notary Public
PITTSBURGH, PENNSYLVANIA
MY COMMISSION EXPIRES
DECEMBER 18, 1982